



AMERICAN
ARBITRATION
ASSOCIATION®

INTERNATIONAL CENTRE
FOR DISPUTE RESOLUTION®

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February 18, 2015

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City of Philadelphia
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16th Floor
Philadelphia, PA 19102-1595

Case Number: 14-20-1300-0736

Fraternal Order of Police, Lodge #5
-and-
City of Philadelphia
Grievance: P/O Aquil Byrd #243690 Discharged Without Just Cause

Dear Parties:

This will confirm receipt of advice that the above-captioned matter has been settled. Absent objection within seven (7) days of the date of this letter, the Association will close its file, with the understanding that any unpaid fees still due the Association remain due and owing.

Please be advised that it is the AAA's policy to retain closed cases for a maximum period of six (6) months after their closing date. Therefore, please take note that the above referenced physical case file will be destroyed six months from the date of this letter. In the normal course of our administration, the AAA may maintain certain documents in our electronic records system. Such electronic records are not routinely destroyed and do not constitute a complete case file.

Thank you for choosing the American Arbitration Association.

Very truly yours,

Christine Naida
Case Administrator

Direct Dial: [REDACTED]

Email: [REDACTED]

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CNN/eg

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AMERICAN ARBITRATION ASSOCIATION

**FRATERNAL ORDER OF POLICE, LODGE
NO. 5,**

—and—

CITY OF PHILADELPHIA

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:
: Case No. 14 390 00736 13
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: Grievant: Aquil Byrd
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SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia ("City") and the Fraternal Order of Police, Lodge No. 5 ("FOP") are parties to a collective bargaining agreement; and,

WHEREAS, Aquil Byrd ("Byrd") is employed by the City and a member of the bargaining unit represented by the FOP; and,

WHEREAS, Byrd was charged with numerous violations of the Disciplinary Code and was dismissed;

WHEREAS, Byrd initiated a grievance, contending that the City violated the collective bargaining agreement; and,

WHEREAS, the City denies that it has, in any way, violated the collective bargaining agreement with the FOP; and,

WHEREAS, the matter has proceeded unresolved to the above-captioned arbitration; and,

WHEREAS, the parties wish to resolve this matter without resort to further litigation;

NOW, THEREFORE, the parties agree as follows:

1. The City agrees to reinstate Byrd to his position of Police Officer. Byrd will not be entitled to any back pay. The period between his dismissal and reinstatement shall be treated as an unpaid leave of absence.

2. Byrd's accrued leave shall be restored absent any payments made to Byrd by the City, and longevity will be calculated as if the dismissal did not occur.

3. The Grievant may, to the extent that he may be permitted by applicable rules and regulations, purchase at his own expense any pension-related benefit that would have accrued during the period between his termination and reinstatement.

4. In consideration of the foregoing, the FOP and Byrd agree to withdraw the grievance and demand for arbitration in this matter.

5. Nothing in this Agreement shall be construed as an admission by the City that it, in any way, violated the collective bargaining agreement.

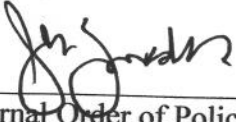
6. This Agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter or any other future disputes, grievances, or other legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in any subsequent administrative, judicial, or other legal proceedings. This Agreement may, however, be used in any proceeding necessary to compel enforcement of the Agreement.

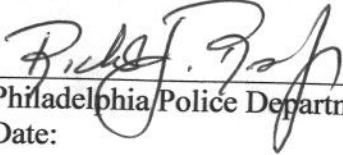
7. By entering into this Agreement, all parties hereto acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions, enter into this Agreement voluntarily, and agree to be bound hereby.


8. In further consideration of the foregoing, the FOP and Byrd, and their agents, assigns, heirs, and representatives, releases the City, its departments, officials, agents, and employees from any claims they had, have, or may have arising out of, or are related to, the subject matter of the grievance.

9. By entering into this Agreement and in exchange for the promises made herein, Byrd, for himself, his agents, legal representatives, assigns, heirs, legatees, administrators, personal representatives and executors voluntarily and of their own free will agree to and hereby do forever release, discharge and hold harmless the FOP, its present or past divisions, affiliates, partners, contracting parties, predecessors, successors or assigns and their respective current and former trustees, directors, officers, employees, contractors, members, attorneys and agents of each of them, and any of their successors or assigns, from any and all claims, demands, actions, liabilities and other claims for relief and/or remuneration whatsoever, whether known or unknown, arising from or which could have arisen from the FOP's representation of Byrd in connection with the Grievance described above.

WHEREFORE, the FOP, the City, and Byrd, intending to be legally bound by this Agreement, enter into this Agreement this 18 day of Dec., 2013, as evidenced by their signatures or the signatures of their representatives below.


Fraternal Order of Police,
Lodge No. 5
Date: 12-18-13


Philadelphia Police Department
Date:


Aquil Byrd
Date: 12-18-13